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COUNTY OF COOK )  
                          ) 88  
STATE OF ILLINOIS)

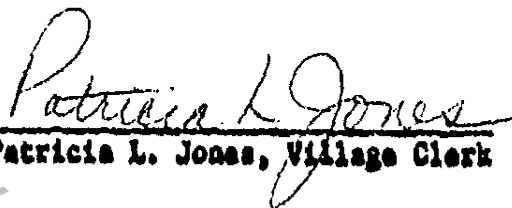
I, Patricia L. Jones, do hereby certify that I am the duly appointed, qualified and acting Village Clerk and keeper of the records and corporate seal of the Village of Palos Park, in the County and State aforesaid; that the attached is a true, correct and complete copy of that certain ordinance entitled:

ORDINANCE NO. 1988-16: ORDINANCE PROVIDING FOR THE PURCHASE OF A SITE FOR A VILLAGE ADMINISTRATIVE CENTER

which was adopted at a regular meeting of the Council of said Village, held on the 9th day of May, 1988.

I do further certify that the original Ordinance of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Palos Park aforesaid, at the said Village, in the County and State aforesaid, this 11th day of May, 1988.

  
Patricia L. Jones, Village Clerk

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ORDINANCE NO. 1988-16

## ORDINANCE PROVIDING FOR THE PURCHASE OF A SITE FOR A VILLAGE ADMINISTRATIVE CENTER

BE IT ORDAINED by the Village Council of the Village of Palos Park, Cook County, Illinois, as follows:

Section 1. This Ordinance is adopted pursuant to paragraph 11-61-3 of the Illinois Municipal Code (Ch. 24, Ill. Rev. Stats., 1985) for the purpose of financing the acquisition of real estate for the purpose of purchasing a site for a Village Administrative Center.

Section 2. The Mayor and Village Clerk are authorized and directed to execute a real estate contract providing for said purchase, said contract to conform substantially to the contract attached hereto as Exhibit "A" and made a part hereof.

Section 3. The full faith and credit of the Village of Palos Park are hereby irrevocably pledged to the punctual payment of principal and interest due on the contract. The contract shall be a direct and general obligation of the Village.

Section 4. Bank Qualified Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986, the Village hereby designates the contract as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Internal Revenue Code of 1986. The Village represents that the reasonably anticipated amount of tax-exempt obligations that will be issued by the Village and all subordinate entities of

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the Village during 1987 does not exceed \$10,000,000.00. The Village covenants that it will not designate and issue more than \$10,000,000.00 aggregate principal amount of tax-exempt obligations in 1987. For purposes of the two preceding sentences, the term "tax-exempt obligations" includes "qualified 501(c)(3) bonds" (as defined in Section 145 of the Internal Revenue Code of 1986) but does not include other "private activity bonds" (as defined in Section 141 of the Internal Revenue Code of 1986).

The Village shall not permit any of the proceeds of the contract, or any facilities financed with such proceeds, to be used in any manner that would cause any contract to constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986.

Section 5. Miscellaneous. This ordinance shall constitute full authority for the issuance of the contract and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the Village, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provisions shall not affect any of the remaining provisions of this ordinance.

Section 6. Effective Date. This ordinance shall become effective in the manner provided by law.

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ADOPTED this 9 day of May, 1988, by

roll call vote as follows:

AYES: Commissioners Douglass Blount, Thomas Creech, Sandra Herzog  
and Mayor Rosemary S. Kaptur

NAYS: -0-

ABSENT: Commissioner Glenn Martin

APPROVED:

Rosemary S. Kaptur  
Rosemary S. Kaptur, Mayor

(SEAL)

ATTEST:

Patricia L. Jones  
Patricia L. Jones, Village Clerk

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## REAL ESTATE SALE CONTRACT

Barbara Heidegger, (hereinafter referred to as hereby offers to sell to the Village of Palos Park, an Illinois municipal corporation, (hereinafter referred to as "Purchaser") the following described parcel of improved real estate (hereinafter referred to as the "Subject Premises") at the purchase price, on the terms, and subject to the conditions hereinafter set forth:

1. **PURCHASE PRICE:** The purchase price of the Subject Premises, fixtures and equipment to be sold and conveyed hereunder shall be One Hundred Twenty-five Thousand and No/100 Dollars (\$125,000.00), which shall be paid at the times and in the manner hereinafter stated, provided the conditions hereinafter set forth are satisfied.

2. **DESCRIPTION OF THE SUBJECT PREMISES:** 1.22 acres (more or less) improved with a single family residence and detached garage at the S.E. corner of 123rd Street and 90th Avenue, commonly known as 8917 West 123rd Street, Palos Park, Cook County, Illinois, legally described on attached Exhibit "A".

3. **PERSONAL PROPERTY:** All fixtures and equipment including heating, cooling, plumbing, and electrical, used in connection with the operation of the Subject Premises, including one (1) kitchen range, one (1) refrigerator, one (1) dishwasher, one (1) disposal, and all tacked down carpeting

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shall be conveyed with the Subject Premises, and the cost of these items are included in the Purchase Price.

4. PAYMENT OF THE PURCHASE PRICE: Pursuant to paragraph 11-61-3 of the Illinois Municipal Code (Ch. 24, Ill Rev Stat 1985), the purchase price plus or minus prorations as hereinafter provided, including interest from July 1, 1988, on the balance of the principal remaining from time to time unpaid at the rate of 6-1/2 percent per annum shall be paid as follows: \$1,420.00 or more on the 1st day of August, 1988, and \$1,420.00 or more on the 1st day of each month thereafter until the balance of this Contract is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of July, 1998. All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The payments required under the terms of this Contract shall be a general obligation of the buyer and it is represented by Buyer that the total amount due Seller, including interest together with all other general obligations of the Buyer are within statutory and constitutional debt limit requirements.

5. CONVEYANCE BY SELLER: Conveyance by Seller to Purchaser shall be by a stamped, recordable Warranty Deed, with release of homestead rights, and a proper bill of sale describing the personal property, subject only to:

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- a. Covenants, conditions, and restrictions of record;
- b. Private and public utility easements;
- c. General taxes for the year 1987 and subsequent years.

6. SELLER WARRANTS THAT:

- a. She is the sole owner of the Subject Premises and all personal property, fixtures and equipment to be conveyed in connection therewith; and,
- b. The liens and encumbrances upon the Subject premises, including past and current taxes, at the time of signing this agreement, do not exceed the Purchase Price; and,
- c. There are no outstanding leases on the Subject Premises.

7. PLAT OF SURVEY: Seller, at Seller's sole expense, shall furnish to Purchaser not less than ten (10) days prior to closing a current certified survey, which survey shall identify the Subject Premises and all features affecting title. The survey shall reflect the following:

- a. Legal Description;
- b. Square footage;
- c. All roads and/or highways bordering on or contiguous to premises;

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- d. Perimeter lot lines;
- e. All easements, lot lines, setback lines and other rights-of-way or covenants, recorded easements, etc., to be identified by book and page;
- f. Utilities;
- g. Foundations in place;
- h. Linear dimension of all walls;
- i. All buildings, driveways, walkways, fences, or other permanent structures.

8. **BROKER:** The parties represent unto each other that no broker is involved in this transaction.

9. **POSSESSION:** Seller shall deliver possession to Purchaser on or before August 10, 1988, and Seller shall be allowed to remain in possession until August 15, 1988, as a caretaker for the premises with no requirement of rent. Purchaser shall be allowed to place temporary mobile units on premises after closing and utilize property for governmental functions, which do not interfere with occupancy of Seller.

10. **CLOSING:** Closing shall occur on or before June 15, 1988, at the hour of 2:00 p.m., or sooner by mutual agreement of the parties, at the Palos Park Village Hall, 8901 West 123rd Street, Palos Park, Illinois 60464, provided title is shown to be good or is accepted by Purchaser.

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11. TITLE INSURANCE: Seller shall deliver or cause to be delivered to Purchaser or Purchaser's Agent, not less than five (5) days prior to the time of closing, a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the Purchase Price at Seller's expense, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to:

- a. The general exceptions contained in the policy unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units;
- b. The title exceptions set forth at paragraph 5 of this Agreement, and,
- c. Title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions).

The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy,

subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 12 below.

12. CLEARING UNPERMITTED EXCEPTIONS: If the title commitment discloses unpermitted exceptions, Seller shall have ten (10) days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be fifteen (15) days after delivery of the commitment or the time specified in paragraph 10 of this Agreement, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within five (5) days after the expiration of the ten (10) day period to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further actions of the parties.

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13. **TAXES:** Current general taxes which have not become due and payable shall be assumed by Purchaser. Seller shall pay the amount of any stamp tax imposed by State or local law on the transfer of the title, and shall furnish completed Real Estate Transfer Declaration(s) signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax.

14. **UNIFORM VENDER AND PURCHASER RISK ACT:** The provisions of the Uniform Vender and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

15. **DEFAULT:** If, prior to or at the closing, Seller shall default in the performance of, or in the compliance with any of its covenants, agreements, and obligations hereunder, Purchaser may, in its sole discretion, elect to terminate this Agreement in which case the parties hereto shall be released and discharged of and from all obligation and liability hereunder, or, the Purchaser may institute an action or suit for specific performance by Seller for the conveyance of the Subject Premises to Purchaser.

16. **EARNEST MONEY:** Upon acceptance, Purchaser shall deposit five thousand (\$5,000.00) dollars as earnest money with the law firm of Allen Masters, P.C. in their escrow account.

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17. TIME IS OF THE ESSENCE: Time is of the essence of this contract.

18. FORM OF NOTICE: All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Seller at: 8917 West 123rd Street  
Palos Park, Illinois 60464

If to the Village of Palos Park  
Purchaser: c/o Patricia L. Jones, Village Clerk  
8901 West 123rd Street  
Palos Park, Illinois 60464

19. APPROVAL IN ORDINANCE FORM: This Agreement shall be deemed accepted by, and binding upon, the Purchaser only at such time as this Agreement has been approved and accepted by ordinance duly adopted by an affirmative vote of 2/3rds of the Palos Park Village Council. This Agreement shall be deemed void if not approved in ordinance form by the Purchaser on or before \_\_\_\_\_, 1988.

Purchaser further reserves the right to assign the contract for purposes of installment financing and Seller agrees to cooperate and sign all documents necessary to effectuate such financing. It is expressly understood that the Seller shall receive the full benefit of the contract and the

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financing shall be only to enable the Village to finance under the installment purchase provisions of the Illinois Municipal Code.

SELLER:

Bamber Handberg

Date Signed: May 10, 1988

ACCEPTED BY PURCHASER:

Rosemary B. Kaptur  
Rosemary B. Kaptur, Mayor

Date Signed: May 10, 1988

ATTEST:

Patricia L. Jones  
Patricia L. Jones  
Village Clerk

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## EXHIBIT A

Lots 13, 14, 15, 16, 17, and the north 50.0 feet of Lot 18,  
all in Block 2 in Monson and Company's third Palos Park  
subdivision, being a subdivision of the north east quarter of  
the south east quarter of Section 27, Township 37 North,  
Range 12 East of the third principal meridian, according to the  
plat thereof recorded July 8, 1901, as Document No., 3123615,  
all in Cook County, Illinois.

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WARRANTY DEED

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Statutory (ILLINOIS)

(Individual to Corporation)

(The Above Space For Recorder's Use Only)

THE GRANTOR BARBARA HEIDEGGER, a Widow

of the Village of Palos Park County of Cook State of Illinois  
for and in consideration of the sum of TEN and NO/100---(\$10.00)---DOLLARS,  
and other valuable consideration in hand paid,  
CONVEY and WARRANTS to the VILLAGE OF PALOS PARK  
an Illinois municipal corporation  
a corporation created and existing under and by virtue of the Laws of the State of Illinois  
having its principal office in the Village of Palos Park and  
State of Illinois the following described Real Estate situated in the County of  
COOK in the State of Illinois, to wit:

\*\*Lots THIRTEEN (13) to SEVENTEEN (17) and the North 50  
feet of Lot EIGHTEEN (18) in Block TWO (2) in Monson  
and Company's 3RD PALOS PARK SUBDIVISION, being a Sub-  
division of the North East One-quarter (NE 1/4) of the  
South East One-quarter (SE 1/4) of Section 27, Town-  
ship 37 North, Range 12 East of the Third Principal  
Meridian, in Cook County, Illinois\*\*

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

COMMON ADDRESS: 8917 West 123rd Street, Palos Park, Illinois  
PERMANENT REAL ESTATE TAX INDEX NUMBER(S): 23-27-404-001, 002, 003, 004 &  
005; and 23-27-404-025 & 026, all in Vol. 152.

DATED this 18th day of July 1988

(SEAL) X Barbara Heidegger (SEAL)

Barbara Heidegger

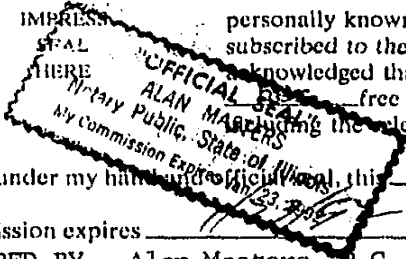
PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

(SEAL) \_\_\_\_\_ (SEAL)

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public in and for  
said County, in the State aforesaid, DO HEREBY CERTIFY that

Barbara Heidegger, a Widow

personally known to me to be the same person whose name she  
subscribed to the foregoing instrument, appeared before me this day in person, and  
I HEREBY certify that she signed, sealed and delivered the said instrument as  
free and voluntary act, for the uses and purposes therein set forth,  
and in full knowledge of the release and waiver of the right of homestead.



Given under my hand and seal of office, this 18th day of July 1988

Commission expires \_\_\_\_\_ 19\_\_\_\_

PREPARED BY: Alan Masters, P.C., 7658 W. 63rd Street, Argo-Summit, Il. 60501. NOTARY PUBLIC

ADDRESS OF PROPERTY:  
8917 West 123rd Street

Palos Park, Il. 60464.

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:

(Name)

(Address)

VILLAGE OF PALOS PARK  
(Name)

8901 W. 123 RD. ST.  
(Address)

PALOS PARK, IL 60464  
(City, State and Zip)

MAIL TO:

OR

RECORDER'S OFFICE BOX NO. \_\_\_\_\_

AFFIX "RIDERS" OR REVENUE STAMPS HERE

I hereby declare that the attached deed represents a  
transaction exempt under provisions of Paragraph  
Section 4, of the Real Estate Transfer Tax Act.

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DOCUMENT NUMBER

640027 Resolution Attached HJ  
71-65-9876  
JUL 21 1988

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WARRANTY DEED

Individual to Corporation

TO

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1365903

IN DUPLICATE

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JUL 21 11 11 AM '66  
PROPERTY TAXES  
REGISTERED

Age of Grantor

Address

Husband

Wife

3725372

Property

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Sign. Card

CHICAGO TITLE INS.  
71-65-987

GEORGE E. COLE  
LEGAL FORMS

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